

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CEBASTIAN SICHQUI and SONIA SINCHE
his wife, Per Quod

Plaintiff,

-against-

202 GRANDVIEW ESTATES, LLC and
MOSHE JUNGER d/b/a GRANDVIEW
ESTATES, LLC and MASTER ROOFING &
SIDING, INC.

Defendants
-----X

**AFFIRMATION IN
OPPOSITION OF
MOTION TO SET ASIDE
ENTRY OF DEFAULT**
Docket No. 08-CV- 00339

RICHARD M. WINOGRAD, ESQ., an attorney duly licensed to practice law in
this court, deposes and says under the penalty of perjury:

1. I am a member of the Bar of this Court and a partner in the firm of
GINARTE, O'DWYER, GONZALEZ & WINOGRAD, LLP attorneys for plaintiff in the
above-entitled action. I am familiar with the facts and circumstances in this action. I am
admitted to practice law before this Court.
2. I make this Affirmation in opposition to defendants' motion to set aside
entry of default pursuant to Rule 55(c).
3. This action was commenced on January 3, 2008 by the filing of a
Summons and Complaint. A copy of the Summons and Complaint is attached hereto as
Exhibit "A." A copy of the summons and complaint was served on the defendants, 202
Grandview Estates, LLC and Moshe Junger d/b/a Grandview Estates, LLC, on January
30, 2008. Copies of the Affidavits of Service are attached hereto as **Exhibit "B."** Proof
of service was filed. An amended complaint was filed with the court on July 30, 2008. A

copy of the amended complaint is attached hereto as **Exhibit "C."** Defendants' have not answered the complaint or otherwise moved with respect to the complaint and the time for Defendants' to answer the complaint has expired.

4. On or about May 19, 2008, Plaintiff's motion for default judgment was granted by the Court. A copy of the Clerk's Notation of Default is annexed as **Exhibit "D."**

5. Defendants do not meet the required burden promulgated in Rule 55(c) that states, "For good cause shown the Court may set aside an entry of default." This accident occurred on July 25, 2007. Notice of suit was served upon defendants by the Secretary of State on January 30, 2008.

6. Default judgments are vacated according to the court's discretion. However, the court's discretion, while to be liberally exercised, is not absolute; it should be resorted to only to relieve a party from "judgments taken through fraud, mistake, inadvertence, surprise or excusable neglect." *Shouse v. Lyons*, 4 A.D.3d 821, 772 N.Y.S.2d 177 (App.Div. 4th Dep't 2004); *McKenna v. Nassau County*, 61 N.Y.2d 739, 472 N.Y.S.2d 913, 460 N.D.2d 1348 (1984).

7. It is clear that judgment in this case was not taken through fraud, mistake or inadvertence. Defendants are undoubtedly the owners of the premises in question who were properly served and given the appropriate amount of time to respond to plaintiff's pleadings.

8. It is also clear that default judgment was not entered to the defendant's surprise, as they contend in their Motion. Proof of personal service is attached to this affirmation. In addition to formal proof, it is unquestionable, given the facts of the case,

that defendants at the very least had constructive notice of the accident. Plaintiff's injuries required that he be airlifted to the hospital. Yet the seriousness of the accident did not push defendants to even contact their insurance carriers until nearly a year following the accident, and then they did so only in light of default judgment entered against them.

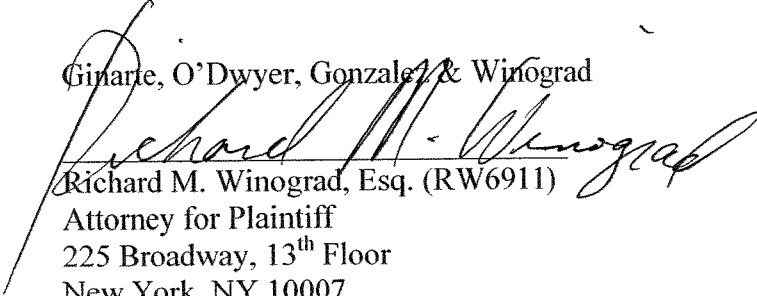
9. Thus, the neglect exhibited by defendants in responding to this accident and failing to respond to the legal action that it produced exceeds excusable levels. Again, the facts plainly demonstrate that subsequent to service of the complaint, defendant waited over four months to take any action regarding this case. This means defendant's waited nearly a full year before taking any action regarding this major incident. Given the gravity of such an occurrence, as well defendants' role as owner and company president, defaulting in this situation goes beyond mere negligence.

10. The default judgment granted in favor of plaintiff should remain in effect, as the defendants' unreasonably delayed answering Plaintiff's complaint and were fully aware as of January 30, 2008 that an answer was required.

WHEREFORE, plaintiff requests that Defendants' motion to lift Plaintiff's default be DENIED and this action be scheduled for a trial on damages.

Dated: New York, New York
August 12, 2008

Ginarte, O'Dwyer, Gonzalez & Winograd


Richard M. Winograd, Esq. (RW6911)
Attorney for Plaintiff
225 Broadway, 13th Floor
New York, NY 10007
(212) 601-9700

AFFIRMATION OF SERVICE BY MAIL

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

RICHARD M. WINOGRAD affirms that I am a partner with GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP and that on August 12, 2008 I served a copy of the within **AFFIRMATION IN OPPOSITION TO DEFENDANTS' MOTION TO LIFT DEFAULT JUDGMENT** upon the following parties and/or attorneys for the parties shown below by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper in an official depository under the exclusive care and custody of the United States Post Office Department and via facsimile.

ADDRESSES

Matthew S. Aboulafia, Esq.
ABOULAFIA LAW FIRM LLC
Attorney for Defendant
60 East 42nd Street, Suite 2231
New York, NY 10165
(212) 684-1422

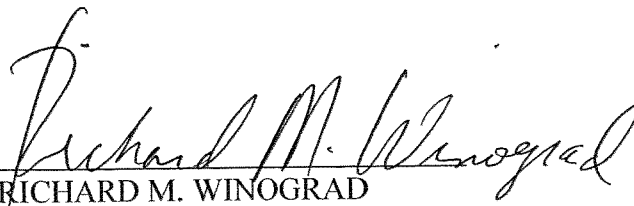

RICHARD M. WINOGRAD
Ginarte O'Dwyer Gonzalez & Winograd
Attorney for Plaintiff, Cebastian Sichiqui
225 Broadway, 13th Floor
New York, NY 10007
(212) 601-9700

EXHIBIT A

United States District Court

JUDICIAL DISTRICT
SOUTHERN

DISTRICT OF

NEW YORK

CEBASTIAN SICHQUI and SONIA SINCHÉ, his
wife, PER QUOD

SUMMONS IN A CIVIL CASE

V.

CASE NUMBER:

202 GRANDVIEW ESTATES, LLC and MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC

08 CV 00339

TO: (Name and address of defendant)

202 GRANDVIEW ESTATES, LLC - 199 Lee Avenue, Suite 287, Brooklyn, NY 11211

MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC-199 Lee Avenue, Suite
287, Brooklyn, NY 11211

YOU ARE HEREBY SUMMONED and required to serve upon PLAINTIFF'S ATTORNEY (name and address)

GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP
305 Broadway, Suite 800
New York, New York 10007

an answer to the complaint which is herewith served upon you, within 30 days after service of this
summons upon you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for
the relief demanded in the complaint. You must also file your answer with the Clerk of this Court within a reasonable period
of time after service.

JAN 15 2008

J. MICHAEL McMAHON

CLERK

DATE

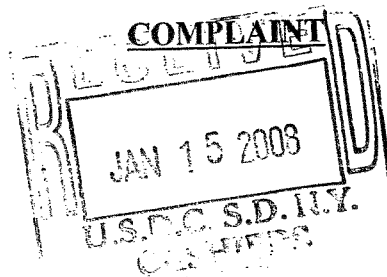
[Signature]
(BY) DEPUTY CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CEBASTIAN SICHQUI and SONIA SINCHÉ,
his wife, Per Quod

Plaintiffs,

-against-

202 GRANDVIEW ESTATES, LLC and MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLCDefendants.
-----XTrial by Jury Demanded

Plaintiffs, complaining of the defendants, by their attorneys, **Ginarte, O'Dwyer Gonzalez & Winograd, LLP**, upon information and belief, at all times herein mentioned, allege as follows:

AS AND FOR A FIRST CLAIM FOR RELIEF

1. The plaintiffs are residents of the State of New Jersey, being domiciled at 27 Chilton Street, Elizabeth, New Jersey.
2. Jurisdiction herein is based upon 28 U.S.C. § 1332, diversity of citizenship and that the matter in controversy exceeds the sum of \$75,000.
3. The defendant, **202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.
4. The defendant, **202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.
5. The defendant, **202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

6. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.

7. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.

8. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

9. The defendant **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** was involved with a construction project at the subject premises on July 25, 2007.

10. The defendant **202 GRANDVIEW ESTATES LLC** was a contractor involved with a construction project at the premises on or about July 25, 2007.

11. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** managed the aforementioned construction project and/or premises.

12. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** controlled aforementioned construction project and/or premises.

13. The defendant, **202 GRANDVIEW ESTATES LLC**, managed the aforementioned construction project and/or premises.

14. The defendant, **202 GRANDVIEW ESTATES LLC**, controlled the aforementioned construction project and/or premises.

15. Sometime prior to the occurrence complained of, the defendants, **202 GRANDVIEW ESTATES LLC** and **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES**,

LLC contracted with Tadana Construction. to erect, demolish, renovate, repair, alter, alter, paint, clean, excavate, construct and/or maintain the aforementioned construction project and/or premises.

16. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was an employee of Tadana Construction.

17. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was lawfully at the aforementioned construction project and/or premises and was in the course of his employment with Tadana Construction in connection with the erection, demolition, repairing, altering, painting, cleaning, renovation, excavation, construction and/or maintenance of the aforementioned premises.

18. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** while engaged in the above described employment was cause to fall and suffer severe and permanent personal injuries.

19. The aforesaid occurrence and consequential injuries were due solely and occasioned by the wanton, reckless, malicious and negligent acts of the defendants, with utter disregard of the result upon the rights and safety of the plaintiff, either alone or in conjunction with its agents, servants and/or employees, and without any negligence on the part of the plaintiff contributing thereto; in failing to advise the plaintiff of the dangerous condition then and there existing; in failing to provide the plaintiff with proper safety equipment; in permitting, allowing and causing the plaintiff to work under dangerous and unsafe conditions; in failing to insure that the work area be so constructed, shored, equipped, guarded, arranged, operated and conducted so as to provide reasonable and adequate protection and safety to the persons employed thereon as mandated by the United States and the New York State Administrative enactments and statutes.

20. The above described occurrence was caused by the defendants' violation of Section 200 of the Labor Law of the State of New York.

21. The above described occurrence was caused by the defendants' violation of Section

240 of the Labor Law of the State of New York.

22. The above described occurrence was caused by the defendants' violation of Section 241 of the Labor Law of the State of New York, and more particularly, Subsection (6) thereof.

23. By reason of the foregoing, the plaintiff, **CEBASTIAN SICHQUI** has been damaged in an amount not exceeding **FIVE MILLION DOLLARS (\$5,000,000.00)**.

AS AND FOR A SECOND CLAIM FOR RELIEF

24. Plaintiffs reiterate and reallege each and every allegation contained in paragraphs "1" through "18" as if completely set forth herein

25. Plaintiff, **SONIA SINCHÉ**, was, at the time of the incident complained of, and is the wife of the Plaintiff, **CEBASTIAN SICHQUI**.

26. As the result of the Defendants' negligence she was denied, the companionship, society and consortium of her husband, the Plaintiff, **CEBASTIAN SICHQUI**.

27. By reason of the foregoing, the Plaintiff, **SONIA SINCHÉ**, has been damaged in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)**

WHEREFORE, Plaintiff demands judgment in an amount to be determined by this Court at a time to be determined by this Court in an amount which is beyond the jurisdictional capacity of all lower Courts which would otherwise have jurisdiction over this matter.

Dated: New York, New York
January 2, 2008

YOURS, ETC.,



RICHARD M. WINOGRAD(RW6911)
GINARTE, O'DWYER GONZALEZ & WINOGRAD LLP
Attorneys for Plaintiff(s)
305 Broadway, Suite 800
New York, New York 10007
212-267-4185

EXHIBIT B

UNITED STATES DISTRICT COURT/SOUTHERN DISTRICT OF NEW YORK Attorney: GINARTE, O'DWYER & WINOGRAD LLP - 805

CEBASTIAN SICHQUI AND SONIA SINCHÉ HIS WIFE PER QUOD

Plaintiff(s)

- against -

202 GRANDVIEW ESTATES, LLC ET ANO

Defendant(s)

Index #: 08 CV 00339 (SWEET)

Date Filed:

AFFIDAVIT OF SERVICE

Attorney File #1: 600489

STATE OF NEW YORK: COUNTY OF NEW YORK ss:

STEVEN C. AVERY BEING DULY SWORN DEPOSES AND SAYS DEPONENT IS NOT A PARTY TO THIS ACTION, OVER THE AGE OF EIGHTEEN YEARS AND RESIDES IN THE STATE OF NEW YORK.

That on January 30, 2008 at 10:00 AM at

THE OFFICE OF THE SECRETARY OF STATE
99 WASHINGTON AVENUE
ALBANY, NY12210

deponent served the within two true copies of the SUMMONS & VERIFIED COMPLAINT on MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC, the defendant/respondent therein named,

SECRETARY OF STATE by delivering two true copies to MS. DONNA CHRISTIE personally, an agent in the office of the Secretary of State of the State of New York and knew said individual to be AUTHORIZED to accept thereof.

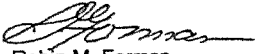
Service upon the N.Y.S. Secretary of State under SECTION 303 LIMITED LIABILITY COMPANY LAW and tendering the required fee of \$40.00.

Deponent further states that he describes the person actually served as follows:

<u>Sex</u>	<u>Skin Color</u>	<u>Hair Color</u>	<u>Age (Approx.)</u>	<u>Height (Approx.)</u>	<u>Weight (Approx.)</u>
<u>FEMALE</u>	<u>WHITE</u>	<u>BLONDE</u>	<u>35</u>	<u>5'5</u>	<u>145</u>

Sworn to me on: February 4, 2008

Linda Forman
Notary Public, State of New York
No. 01FO5031305
Qualified in New York County
Commission Expires August 1, 2010


Robin M. Forman
Notary Public, State of New York
No. 01FO6125415
Qualified in New York County
Commission Expires April 18, 2009

Larry Yee
Notary Public, State of New York
No. 01YE5015682
Qualified in New York County
Commission Expires July 26, 2009


STEVEN C. AVERY

Docket #: 537772

UNITED STATES DISTRICT COURT/SOUTHERN DISTRICT OF NEW YORK Attorney: GINARTE, O'DWYER & WINOGRAD LLP - 805

CEBASTIAN SICHQUI AND SONIA SINCHE HIS WIFE PER QUOD

Plaintiff(s)

Index #: 08 CV 00339 (SWEET)

- against -

Date Filed:

202 GRANDVIEW ESTATES, LLC ET ANO

Defendant(s)

AFFIDAVIT OF SERVICE

Attorney File #1: 600489

STATE OF NEW YORK: COUNTY OF NEW YORK ss:

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THE OFFICE OF THE SECRETARY OF STATE
99 WASHINGTON AVENUE
ALBANY, NY12210

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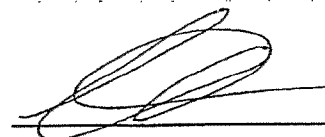
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Larry Yee
Notary Public, State of New York
No. 01YE5015682
Qualified in New York County
Commission Expires July 26, 2009

STEVEN C. AVERY

Docket #: 537771

EXHIBIT C

AO 440 (Rev. 8/01) Summons in a Civil Action

UNITED STATES DISTRICT COURT

Southern

District of

New York

SUMMONS IN A CIVIL ACTION

V.

CASE NUMBER:

TO: (Name and address of Defendant)

YOU ARE HEREBY SUMMONED and required to serve on PLAINTIFF'S ATTORNEY (name and address)

an answer to the complaint which is served on you with this summons, within _____ days after service of this summons on you, exclusive of the day of service. If you fail to do so, judgment by default will be taken against you for the relief demanded in the complaint. Any answer that you serve on the parties to this action must be filed with the Clerk of this Court within a reasonable period of time after service.

J. MICHAEL McMAHON

JUL 30 2008

CLERK

Catherine Lapley

DATE

(By) DEPUTY CLERK

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CEBASTIAN SICHQUI and SONIA SINCHE,
his wife, Per Quod

Docket No.: 08-cv-00339

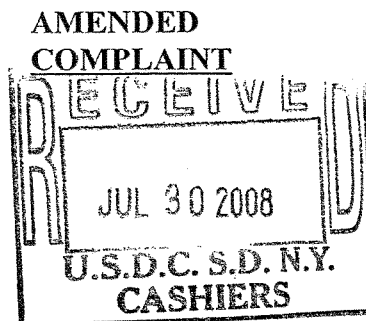
Plaintiffs,

Trial by Jury Demanded

-against-

202 GRANDVIEW ESTATES, LLC, MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC
and MASTER ROOFING & SIDING, INC.

Defendants.
-----X



Plaintiffs, complaining of the defendants, by their attorneys, **Ginarte, O'Dwyer Gonzalez & Winograd, LLP**, upon information and belief, at all times herein mentioned, allege as follows:

AS AND FOR A FIRST CLAIM FOR RELIEF

1. The plaintiffs are residents of the State of New Jersey, being domiciled at 27 Chilton Street, Elizabeth, New Jersey.
2. Jurisdiction herein is based upon 28 U.S.C. §1332, diversity of citizenship and that the matter in controversy exceeds the sum of \$75,000.
3. The defendant, **202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.
4. The defendant, **202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.
5. The defendant, **202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York

(hereinafter "the Premises").

6. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.

7. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, maintained a principal place of business at 199 Lee Avenue, Suite 287, Brooklyn, New York, County of Kings, within the State of New York.

8. The defendant, **MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC**, was the owner of premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

9. The defendant **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** was involved with a construction project at the subject premises on July 25, 2007.

10. The defendant, **MASTER ROOFING & SIDING, INC.**, herein was and is still a domestic corporation organized and existing under the laws of the State of New York.

11. The defendant, **MASTER ROOFING & SIDING, INC.** maintained a principal place of business at 3 Deborah Road, Chestnut Ridge, New York 10952, County of Rockland, within the State of New York.

12. The defendant, **MASTER ROOFING & SIDING, INC.**, was the General Contractor involved in a construction project at the premises located at 202 Grandview Avenue, Town of Monsey, County of Rockland and State of New York (hereinafter "the Premises").

13. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** managed the aforementioned construction project and/or premises.

14. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC**

maintained aforementioned construction project and/or premises.

15. The defendant, **MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** controlled the aforementioned construction project and/or premises.

16. The defendant, **202 GRANDVIEW ESTATES LLC**, managed the aforementioned construction project and/or premises.

17. The defendant, **202 GRANDVIEW ESTATES LLC**, maintained the aforementioned construction project and/or premises.

18. The defendant, **202 GRANDVIEW ESTATES LLC**, controlled the aforementioned construction project and/or premises.

19. The defendant, **MASTER ROOFING & SIDING, INC.**, managed the aforementioned construction project and/or premises.

20. The defendant, **MASTER ROOFING & SIDING, INC.**, maintained the aforementioned construction project and/or premises.

21. The defendant, **MASTER ROOFING & SIDING, INC.**, controlled the aforementioned construction project and/or premises.

22. Sometime prior to the occurrence complained of, the defendants, **202 GRANDVIEW ESTATES LLC, MOSHE JUNGER D/B/A 202 GRANDVIEW ESTATES, LLC** and **MASTER ROOFING & SIDING, INC.** contracted with Tadana Construction to erect, demolish, renovate, repair, alter, alter, paint, clean, excavate, construct and/or maintain the aforementioned construction project and/or premises.

23. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was an employee of Tadana Construction.

24. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** was lawfully at the

aforementioned construction project and/or premises and was in the course of his employment with Tadana Construction in connection with the erection, demolition, repairing, altering, painting, cleaning, renovation, excavation, construction and/or maintenance of the aforementioned premises.

25. On July 25, 2007, the plaintiff, **CEBASTIAN SICHQUI** while engaged in the above described employment was cause to fall and suffer severe and permanent personal injuries.

26. The aforesaid occurrence and consequential injuries were due solely and occasioned by the wanton, reckless, malicious and negligent acts of the defendants , with utter disregard of the result upon the rights and safety of the plaintiff, either alone or in conjunction with its agents, servants and/or employees, and without any negligence on the part of the plaintiff contributing thereto; in failing to advise the plaintiff of the dangerous condition then and there existing; in failing to provide the plaintiff with proper safety equipment; in permitting, allowing and causing the plaintiff to work under dangerous and unsafe conditions; in failing to insure that the work area be so constructed, shored, equipped, guarded, arranged, operated and conducted so as to provide reasonable and adequate protection and safety to the persons employed thereon as mandated by the United States and the New York State Administrative enactments and statutes.

27. The above described occurrence was caused by the defendants' violation of Section 200 of the Labor Law of the State of New York.

28. The above described occurrence was caused by the defendants' violation of Section 240 of the Labor Law of the State of New York.

29. The above described occurrence was caused by the defendants' violation of Section 241 of the Labor Law of the State of New York, and more particularly, Subsection (6) thereof.

30. By reason of the foregoing, the plaintiff, **CEBASTIAN SICHQUI** has been

damaged in an amount not exceeding **FIVE MILLION DOLLARS (\$5,000,000.00)**.

AS AND FOR A SECOND CLAIM FOR RELIEF

31. Plaintiffs reiterate and reallege each and every allegation contained in paragraphs "1" through "30" as if completely set forth herein

32. Plaintiff, **SONIA SINCHE**, was, at the time of the incident complained of, and is the wife of the Plaintiff, **CEBASTIAN SICHQUI**.

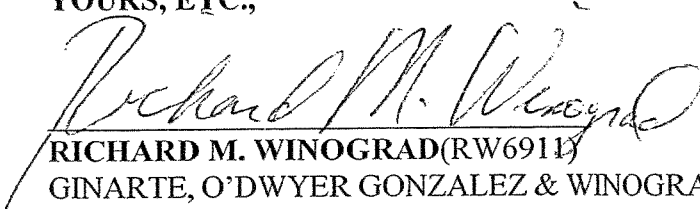
33. As the result of the Defendants' negligence she was denied, the companionship, society and consortium of her husband, the Plaintiff, **CEBASTIAN SICHQUI**.

34. By reason of the foregoing, the Plaintiff, **SONIA SINCHE**, has been damaged in the amount of **ONE MILLION DOLLARS (\$1,000,000.00)**

WHEREFORE, Plaintiffs demand judgment in an amount to be determined by this Court at a time to be determined by this Court in an amount which is beyond the jurisdictional capacity of all lower Courts which would otherwise have jurisdiction over this matter.

Dated: New York, New York
July 24, 2008

YOURS, ETC.,


RICHARD M. WINOGRAD(RW6911)
GINARTE, O'DWYER GONZALEZ & WINOGRAD LLP
Attorneys for Plaintiff(s)
225 Broadway, 13th Floor
New York, New York 10007
212-601-9700

VERIFICATION

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

RICHARD WINOGRAD, an attorney admitted to practice in the Courts of New York State, states:

Affirmant is a member of the law firm of GINARTE, O'DWYER, GONZALEZ & WINOGRAD, LLP, attorneys of record for the plaintiff in the within action. Affirmant has read the foregoing **AMENDED COMPLAINT** and knows the contents thereof; the same is true to affirmant's own knowledge, except as to the matters therein stated to be alleged on information and belief, and that as to those matters, affirmant believes it to be true.

This verification is made by affirmant and not by plaintiff, for the reason that plaintiff's residence is not in the county where affirmant maintains her office.

The ground of affirmant's belief as to all matters not stated upon affirmant's knowledge are as follows: information furnished by plaintiff and counsel's investigation.

The undersigned affirms that the foregoing statements are true, under the penalties of perjury.

Dated: July 24, 2008

Richard M. Winograd
RICHARD M. WINOGRAD

EXHIBIT D

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

-----X
CEBASTIAN SICHQUI AND SONIA SINCHE,
his wife, PER QUOD,

Plaintiffs,

-against-

Docket # 08-CV-00339

202 GRANDVIEW ESTATES, LLC AND MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

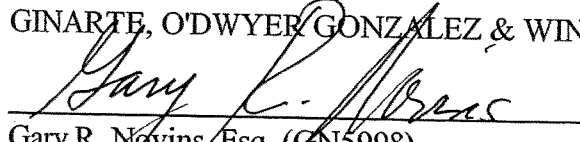
NOTICE OF ENTRY

Defendants..
-----X

PLEASE TAKE NOTICE, that the within is a (certified) true copy of a DEFAULT JUDGMENT duly signed by Judge Robert W. Sweet of the U.S.D.C, Southern District of New York, on the 23rd day of April, 2008 and the Clerk's Certificate filed on April 22, 2008 in the office of the Judgment Clerk of the Court.

Dated: New York, New York
May 19, 2008

GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP


Gary R. Novins, Esq. (GN5998)

Attorneys for Plaintiffs

225 Broadway, 13th Floor

New York, New York 10007

(212) 601-9700

To:

202 Grandview Estates, LLC
199 Lee Avenue, Suite 287
Brooklyn, New York 11211

Moshe Junger d/b/a 202 Grandview Estates, LLC
199 Lee Avenue, Suite 287
Brooklyn, New York 11211

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

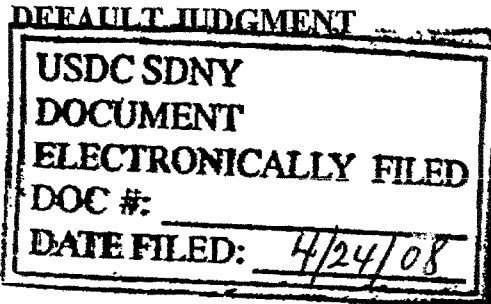
-----x
CEBASTIAN SICHQUI AND SONIA SINCHE,
his wife, PER QUOD,

Plaintiff,

- against -

202 GRANDVIEW ESTATES, LLC and MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

Defendant.
-----x

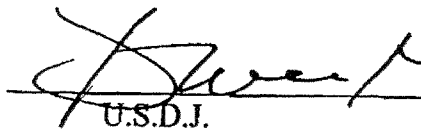


This action having been commenced on January 15, 2008 by the filing of the Summons and Complaint, and a copy of the Summons and Complaint having been served on the defendants, 202 GRANDVIEW ESTATES, LLC and MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC, on January 30, 2008 by Secretary of State and a proof of service having been filed on February 12, 2008 and the defendant not having answered the Complaint, and the time for answering the Complaint having expired, it is

ORDERED, ADJUDGED AND DECREED: That the plaintiff have judgment against defendant in the liquidated amount of \$5,000,000.00 plus costs and disbursements of this action in the amount of \$679.33 amounting in all to \$5,000,679.33.

Dated: New York, New York

4.23.08



U.S.D.J.

This document was entered on the docket
on _____.

UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF NEW YORK

CEBASTIAN SICHQUI AND SONIA SINCHÉ,
his wife, PER QUOD,

08 Civ. 00339

- against -

CLERK'S CERTIFICATE

202 GRANDVIEW ESTATES, LLC and MOSHE
JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC,

Defendant.

000 001 002 003 004 005 006 007 008 009 010 011 012 013 014 015 016 017 018 019 020 021 022 023 024 025 026 027 028 029 030 031 032 033 034 035 036 037 038 039 040 041 042 043 044 045 046 047 048 049 050 051 052 053 054 055 056 057 058 059 060 061 062 063 064 065 066 067 068 069 070 071 072 073 074 075 076 077 078 079 080 081 082 083 084 085 086 087 088 089 090 091 092 093 094 095 096 097 098 099 100 101 102 103 104 105 106 107 108 109 110 111 112 113 114 115 116 117 118 119 120 121 122 123 124 125 126 127 128 129 130 131 132 133 134 135 136 137 138 139 140 141 142 143 144 145 146 147 148 149 150 151 152 153 154 155 156 157 158 159 160 161 162 163 164 165 166 167 168 169 170 171 172 173 174 175 176 177 178 179 180 181 182 183 184 185 186 187 188 189 190 191 192 193 194 195 196 197 198 199 200 201 202 203 204 205 206 207 208 209 210 211 212 213 214 215 216 217 218 219 220 221 222 223 224 225 226 227 228 229 230 231 232 233 234 235 236 237 238 239 240 241 242 243 244 245 246 247 248 249 250 251 252 253 254 255 256 257 258 259 260 261 262 263 264 265 266 267 268 269 270 271 272 273 274 275 276 277 278 279 280 281 282 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314 315 316 317 318 319 320 321 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352 353 354 355 356 357 358 359 360 361 362 363 364 365 366 367 368 369 370 371 372 373 374 375 376 377 378 379 380 381 382 383 384 385 386 387 388 389 390 391 392 393 394 395 396 397 398 399 400 401 402 403 404 405 406 407 408 409 410 411 412 413 414 415 416 417 418 419 420 421 422 423 424 425 426 427 428 429 430 431 432 433 434 435 436 437 438 439 440 441 442 443 444 445 446 447 448 449 450 451 452 453 454 455 456 457 458 459 460 461 462 463 464 465 466 467 468 469 470 471 472 473 474 475 476 477 478 479 480 481 482 483 484 485 486 487 488 489 490 491 492 493 494 495 496 497 498 499 500 501 502 503 504 505 506 507 508 509 510 511 512 513 514 515 516 517 518 519 520 521 522 523 524 525 526 527 528 529 530 531 532 533 534 535 536 537 538 539 540 541 542 543 544 545 546 547 548 549 550 551 552 553 554 555 556 557 558 559 560 561 562 563 564 565 566 567 568 569 570 571 572 573 574 575 576 577 578 579 580 581 582 583 584 585 586 587 588 589 590 591 592 593 594 595 596 597 598 599 600 601 602 603 604 605 606 607 608 609 610 611 612 613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634 635 636 637 638 639 640 641 642 643 644 645 646 647 648 649 650 651 652 653 654 655 656 657 658 659 660 661 662 663 664 665 666 667 668 669 670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688 689 690 691 692 693 694 695 696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714 715 716 717 718 719 720 721 722 723 724 725 726 727 728 729 730 731 732 733 734 735 736 737 738 739 740 741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758 759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789 790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805 806 807 808 809 810 811 812 813 814 815 816 817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832 833 834 835 836 837 838 839 840 841 842 843 844 845 846 847 848 849 850 851 852 853 854 855 856 857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876 877 878 879 880 881 882 883 884 885 886 887 888 889 890 891 892 893 894 895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931 932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950 951 952 953 954 955 956 957 958 959 960 961 962 963 964 965 966 967 968 969 970 971 972 973 974 975 976 977 978 979 980 981 982 983 984 985 986 987 988 989 990 991 992 993 994 995 996 997 998 999 1000 1001 1002 1003 1004 1005 1006 1007 1008 1009 1010 1011 1012 1013 1014 1015 1016 1017 1018

I, J. MICHAEL MCMAHON, Clerk of the United States District Court for the Southern District of New York, do hereby certify that this action commenced on January 15, 2008 with the filing of a summons and complaint, a copy of the summons and complaint was served on defendants by serving 202 GRANDVIEW ESTATES, LLC and MOSHE JUNGER d/b/a 202 GRANDVIEW ESTATES, LLC, on January 30, 2008 by Secretary of State and a proof of such service thereof was filed on February 12, 2008.

I further certify that the docket entries indicate that the defendants have not filed an answer or otherwise moved with respect to the complaint herein. The default of the defendant is hereby noted.

Dated: New York, New York

April 9, 2005

J. MICHAEL MCMAHON
Clerk of the Court

By:
Deputy Clerk

SENDER: COMPLETE THIS SECTION		COMPLETE THIS SECTION ON DELIVERY	
<ul style="list-style-type: none">■ Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.■ Print your name and address on the reverse so that we can return the card to you.■ Attach this card to the back of the mailpiece, or on the front if space permits.		<p>A. Signature X <i>[Signature]</i> <input type="checkbox"/> Agent <input type="checkbox"/> Addressee</p>	
		B. Received by (Printed Name) <i>T. Jung</i>	C. Date of Delivery <i>5.23.</i>
1. Article Addressed to: <i>Moshe Jung</i> <i>725 East 5th St</i> <i>Brooklyn, NY 11218</i>		D. Is delivery address different from item 1? <input type="checkbox"/> Yes If YES, enter delivery address below: <input type="checkbox"/> No	
		3. Service Type <input checked="" type="checkbox"/> Certified Mail <input type="checkbox"/> Express Mail <input type="checkbox"/> Registered <input checked="" type="checkbox"/> Return Receipt for Merchandise <input type="checkbox"/> Insured Mail <input type="checkbox"/> C.O.D.	
		4. Restricted Delivery? (Extra Fee) <input type="checkbox"/> Yes	
2. Article Number (Transfer from service label)		7007 0710 0005 6021 8350	

PS Form 3811, February 2004 Domestic Return Receipt 102595-02-M-154

AFFIDAVIT OF SERVICE BY MAIL

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

ANA E. COLON, being duly sworn, deposes and says:

Deponent is not a party to the action, is over 18 years of age and resides in Bronx County, New York.


On May 20, 2008 deponent served a copy of the within **NOTICE OF ENTRY** upon the following parties and/or attorneys for the parties shown below by depositing a true copy of same enclosed in a postpaid, properly addressed wrapper in an official depository under the exclusive care and custody of the United States Post Office Department.

ADDRESSES

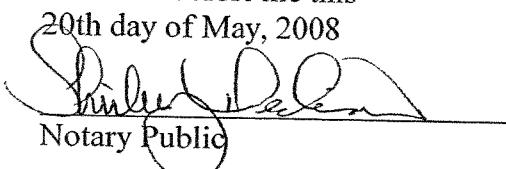
Via CMRRR: 7007 0710 0005 6021 9326
202 Grandview Estates, LLC
199 Lee Avenue, Suite 287
Brooklyn, New York 11211

Via CMRRR: 7007 0710 0005 6021 9319
Moshe Junger d/b/a 202 Grandview Estates, LLC
199 Lee Avenue, Suite 287
Brooklyn, New York 11211

Via CMRRR: 7007 0710 0005 6021 8350
Moshe Junger
725 East 5th Street
Brooklyn, New York 11218


ANA E. COLON

Sworn to before me this
20th day of May, 2008


Notary Public

SHIRLEY MEDINA
Notary Public State of New York
No 01ME6157996
Qualified in Kings County
Commission Expires Dec 15, 2010

GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP
Attorneys At Law
 225 Broadway, 13th Floor
 New York, New York 10007

GINARTE, O'DWYER GONZALEZ & WINOGRAD, LLP
Attorneys At Law
 225 Broadway, 13th Floor
 New York, New York 10007

↑
Callen
Shapiro



7007 0710 0005 6021 9319

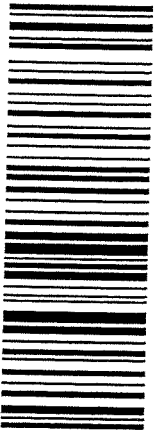
RETURN TO SENDER
 UNCLAIMED

RETURN TO SENDER
 UNCLAIMED

12/5/12



UNITED STATES POSTAGE
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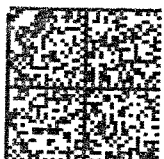


7007 0710 0005 6021 9326

RETURN TO SENDER
 UNCLAIMED

RETURN TO SENDER
 UNCLAIMED

12/5/12



UNITED STATES POSTAGE
 PINEY BOWES
 02 1P
 0004502608 MAY 20 2008
 MAILED FROM ZIP CODE 10007
\$005.320

202 Grandview Estates, LLC
 199 Lee Avenue, Suite 287
 Brooklyn, New York 11211

Moshe J. Janger
 d/b/a 202 Grandview Estates, LLC
 199 Lee Avenue, Suite 287
 Brooklyn, New York 11211